

**UNITED STATES BANKRUPTCY COURT**  
**Eastern District of California**

**Honorable Ronald H. Sargis**  
**Bankruptcy Judge**  
**Sacramento, California**

**August 22, 2023 at 1:30 p.m.**

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1. <a href="#"><u>23-22215-E-13</u></a>	SANDRA DAVIS	MOTION FOR RELIEF FROM
<a href="#"><u>LTL-1</u></a>	Pro Se	AUTOMATIC STAY
		7-19-23 <a href="#"><u>[11]</u></a>

**VALLEY FAIR REALTY  
CORPORATION VS.  
DEBTOR DISMISSED: 8/3/23,  
DISMISSAL VACATED ON INTERIM  
BASIS ON AUGUST 11, 2023 (Dckt. 35)**

**Tentative Ruling:** Oral argument may be presented by the parties at the scheduled hearing, where the parties shall address the issues identified in this tentative ruling and such other issues as are necessary and appropriate to the court's resolution of the matter.

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Local Rule 9014-1(f)(1) Motion—No Opposition Filed.

Sufficient Notice Provided. The Proof of Service states that the Motion and supporting pleadings were served on Debtor (*pro se*) and Chapter 13 Trustee on July 19, 2023. By the court's calculation, 34 days' notice was provided. 28 days' notice is required.

Though notice was provided, Movant has not complied with Local Bankruptcy Rule 7005-1 which requires the use of a specific Eastern District of California Certificate of Service Form (Form EDC 007-005). This required Certificate of Service form is required not merely to provide for a clearer identification of the service provided, but to ensure that the party providing the service has complied with the requirements of Federal Rule of Civil Procedure 5, 7, as incorporated into Federal Rule of Bankruptcy Procedure 7005, 7007, and 9014(c).

At the hearing, **XXXXXXX**

The Motion for Relief from the Automatic Stay has been set for hearing on the notice required by Local Bankruptcy Rule 9014-1(f)(1). Failure of the respondent and other parties in interest to file written opposition at least fourteen days prior to the hearing as required by Local Bankruptcy Rule 9014-1(f)(1)(B) is considered to be the equivalent of a statement of nonopposition. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995) (upholding a court ruling based upon a local rule construing a party's failure to file opposition

as consent to grant a motion). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. *See Law Offices of David A. Boone v. Derham-Burk (In re Eliapo)*, 468 F.3d 592, 602 (9th Cir. 2006). Therefore, the defaults of the non-responding parties and other parties in interest are entered.

**The Motion for Relief from the Automatic Stay is XXXXXXX.**

Valley Fair Realty Corporation (“Movant”) seeks relief from the automatic stay with respect to the real property commonly known as 1374 Bamboo Street, Plumas Lake, Yuba County, California (“Property”). The Motion states the following grounds with particularity (with such statement with particularity expressly required as stated in Federal Rule of Bankruptcy Procedure 9013 adopted by the United States Supreme Court):

Movant manages the residential real property where Debtor resides. Debtor failed to pay rent and thereafter failed to cure her default in the payment of rent following legal service of a 3 Day Notice to Pay Rent or Quit, terminating her tenancy. Thereafter, Movant filed an unlawful detainer action in Yuba County Superior Court seeking possession of the real property. Thereafter, Debtor filed the subject petition for bankruptcy.

Motion, p. 1:19-23; Dckt. 11.

Reviewing the above, there are not grounds, factual allegations, stated with particularity, but some factual conclusions that Movant draws from undisclosed grounds. These include when Debtor began her tenancy, when the alleged default occurred, what the default(s) was(were), when the three day notice was given, when it expired, information about any State Court Action (such as case number and status), and the like.

Movant has filed a document titled “Declaration” of Kalee Del Rio In Support of Motion for Relief From the Stay. Dckt. 13. Kalee Del Rio is the person identified as providing the “Declaration,” and says that she would testify as to various facts. In the “Declaration” various facts are stated, such facts being evidence in support of grounds which must be stated in the Motion itself.

However, conspicuously absent in the “Declaration” is any statement that Kalee Del Rio is providing these statements under penalty of perjury. For federal court, the requirements for a declaration (an out of court statement not made under a sworn oath) are set forth in 28 U.S.C. § 1746, which states:

§ 1746. Unsworn declarations under penalty of perjury

Wherever, under any law of the United States or under any rule, regulation, order, or requirement made pursuant to law, any matter is required or permitted to be supported, evidenced, established, or proved by the sworn declaration, verification, certificate, statement, oath, or affidavit, in writing of the person making the same (other than a deposition, or an oath of office, or an oath required to be taken before a specified official other than a notary public), such matter may, with like force and

effect, be supported, evidenced, established, or proved by the unsworn declaration, certificate, verification, or statement, in writing of such person which is subscribed by him, as true under penalty of perjury, and dated, in substantially the following form:

(1)

If executed without the United States: “I declare (or certify, verify, or state) under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on (date).  
(Signature)”.

(2)

If executed within the United States, its territories, possessions, or commonwealths: “I declare (or certify, verify, or state) under penalty of perjury that the foregoing is true and correct. Executed on (date).  
(Signature)”.

The court noted this deficiency in the “Declaration” as part of the court’s Order Vacating the Dismissal on an interim basis. See Order Vacating, p. 2:13-14; Dckt. 35.

Within a day of service of the Order Vacating, Movant’s counsel corrected what appears to have been a word processing document/clerical error and filed an Amended Declaration on August 14, 2023, which includes the statement that the Declaration is provided under penalty of perjury. Amd. Dec.; Dckt. 37.

Movant provides testimony that evidence that it is the property manager of the Property. Based on the evidence presented, Debtor would be at best a tenant at sufferance. Movant commenced an unlawful detainer action in California Superior Court, County of Yuba on June 22, 2023. Exhibit D, Dckt. 17.

Movant has provided a copy of their lease with Debtor and contract with the owner to substantiate its claim that Debtor does not have an ownership interest in the Property. Exhibits A and B, Dckts. 14 and 15.

While the Amended Declaration and the Exhibits provides various grounds which could be stated with particularity in the Motion, Movant has not done so. Rather, it appears that Movant has left it to the court to “draft” the grounds stated with particularity upon which the relief is based, state the grounds with particularity as an addendum to the Motion, and then Rule whether the grounds stated by the court in the court drafted addendum to the Motion are sufficient for the granting of relief.

~~Based upon the evidence submitted, the court determines that there is no equity in the Property for either Debtor or the Estate. 11 U.S.C. § 362(d)(2).~~

~~—————The court shall issue an order terminating and vacating the automatic stay to allow Movant, and its agents, representatives and successors, to exercise its rights to obtain possession and control of the Property, including unlawful detainer or other appropriate judicial proceedings and remedies to obtain possession thereof.~~

## Pending Dismissal of Case

On August 3, 2023, the Clerk of the Court entered an order dismissing this Bankruptcy Case due to Debtor's failure to file required documents in this case, including the Schedules, Statement of Financial Affairs, and the Chapter 13 Plan. Clerk's Order; Dckt. 27.

On August 7, 2023, Debtor filed a Motion to Vacate the Dismissal and file some, but not all of the missing documents. Dckts. 30 -33. No Plan has been filed by Debtor.

Though not mentioned by Movant, this is not Debtor's only recent Chapter 13 case. She commenced Chapter 13 Case 22-22357 on September 8, 2022, in *pro se*. That case was dismissed on October 7, 2022. Case 22-22357 was dismissed due to Debtor's failure to file the required documents, including a Chapter 13 plan.

The court is addressing whether the dismissal should be vacated in its entirety, or whether the order vacating it on an interim basis should be terminated in consideration of Debtor's Motion to Vacate.

No other or additional relief is granted by the court.

~~The court shall issue an order substantially in the following form holding that:~~

~~Findings of Fact and Conclusions of Law are stated in the Civil Minutes for the hearing.~~

~~The Motion for Relief from the Automatic Stay filed by Valley Fair Realty Corporation ("Movant") having been presented to the court, and upon review of the pleadings, evidence, arguments of counsel, and good cause appearing;~~

~~**IT IS ORDERED** that the automatic stay provisions of 11 U.S.C. § 362(a) are vacated to allow Movant and its agents, representatives and successors, to exercise and enforce all nonbankruptcy rights and remedies to obtain possession of the property commonly known as 1374 Bamboo Street, Plumas Lake, California.~~

~~No other or additional relief is granted.~~

**Tentative Ruling:** Oral argument may be presented by the parties at the scheduled hearing, where the parties shall address the issues identified in this tentative ruling and such other issues as are necessary and appropriate to the court's resolution of the matter. If the court's tentative ruling becomes its final ruling, then the court will make the following findings of fact and conclusions of law:

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The Order to Set Hearing Re: Notice of Incomplete Filing and Notice of Intent to Dismiss Case was served by the Clerk of the Court on Debtor and Chapter 13 Trustee as stated on the Certificate of Service on August 12 and 13, 2023. The court computes that 9 and 10 days' notice has been provided.

**The Notice of Intent to Dismiss Case is XXXXXXXXXX**

Sandra Davis, the Chapter 13 Debtor in this Bankruptcy Case, make an *ex parte* request for the court to vacate the dismissal of this Chapter 13 case. Dckt. 30. The court issued an order dismissing this case on August 3, 2023, for Debtor's failure to file the required documents (including Schedules and Statement of Financial Affairs) as ordered by the court. The court had granted Debtor an extension of time for the filing of such documents. Order, Dckt. 22. This Case was dismissed on August 3, 2023. Order; Dckt. 27.

On August 7, 2023, Debtor filed her request for the court to vacate the dismissal, as well as her Schedules, Statement of Financial Affairs, and related documents. Dckts. 31-32. Debtor has not filed a proposed Chapter 13 Plan.

Debtor has filed several recent prior bankruptcy cases. She received her Chapter 7 discharge in Case 20-24938 on February 8, 2021. Debtor filed a prior Chapter 13 case on September 19, 2022, which was dismissed on October 7, 2022. CH 13 Case 22-22357.

In the current Case, the court notes that Valley Fair Realty filed a Motion for Relief From the Automatic Stay on July 19, 2023. Dckt. 11. The grounds stated with particularity in the Motion are:

- Debtor failed to pay rent. (Nothing stated with specificity about the unpaid rent.)
- Debtor failed to cure default in rent (Nothing stated with specificity about the amount of the default and failure to cure.)
- A three day notice to pay rent or quit was served. (Nothing stated with specificity about the notice or service.)
- An unidentified unlawful detainer action was filed.

- Nothing is stated with specificity about any unlawful detainer action. <sup>Fn.1.</sup>

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FN. 1. Consistent with Federal Rule of Civil Procedure 7(b), which is incorporated into Federal Rule of Bankruptcy Procedure 7007, Federal Rule of Bankruptcy Procedure 9013 requires that “The motion shall state with particularity the grounds therefore. . . .”  
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In the Request Debtor states some real world events which can cause a disruption in completing certain tasks.

On August 8, 2023, the Chapter 13 Trustee file an Opposition to the Request to Vacate the Dismissal. Dckt. 33. The Trustee notes that the Schedules are incomplete, with no expenses listed on schedule J.

The court notes that on the Schedules filed, there appear to be words dropped into the forms which are seemingly unrelated to the Debtor’s information. Some values appear, with no asset identified.

### **THE COURT’S AUGUST 11, 2023 INTERIM ORDER FOR RELIEF AND FINAL HEARING**

The court issued an order on August 11, 2023 vacating the order dismissing the Bankruptcy Case on an interim basis. The court further ordered this hearing to be conducted for Debtor to show cause why this case should not be dismissed for the failure of Debtor to timely file her Schedules, Statement of Financial Affairs, and the related Documents, and her failure to file a Chapter 13 Plan.

### **AUGUST 22, 2023 HEARING**

At the hearing, **XXXXXXXXXX**

The court shall issue an order substantially in the following form holding that:

Findings of Fact and Conclusions of Law are stated in the Civil Minutes for the hearing.

The Notice of Intent to Dismiss for Failure to File Documents having been presented to the court, and upon review of the pleadings, evidence, arguments of counsel, and good cause appearing,

**IT IS ORDERED** that the Notice of Intent is **XXXXXXXXXX**

**THE MONEY SOURCE INC. VS.**

**Tentative Ruling:** Oral argument may be presented by the parties at the scheduled hearing, where the parties shall address the issues identified in this tentative ruling and such other issues as are necessary and appropriate to the court’s resolution of the matter.

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Local Rule 9014-1(f)(1) Motion—No Opposition Filed.

Sufficient Notice Provided. The Proof of Service states that the Motion and supporting pleadings were served on Debtor, Debtor’s Attorney, Chapter 13 Trustee, and Office of the United States Trustee on March 28, 2023. By the court’s calculation, 49 days’ notice was provided. 28 days’ notice is required.

The Motion for Relief from the Automatic Stay has been set for hearing on the notice required by Local Bankruptcy Rule 9014-1(f)(1). Failure of the respondent and other parties in interest to file written opposition at least fourteen days prior to the hearing as required by Local Bankruptcy Rule 9014-1(f)(1)(B) is considered to be the equivalent of a statement of nonopposition. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995) (upholding a court ruling based upon a local rule construing a party’s failure to file opposition as consent to grant a motion). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. *See Law Offices of David A. Boone v. Derham-Burk (In re Eliapo)*, 468 F.3d 592, 602 (9th Cir. 2006). Therefore, the defaults of the non-responding parties and other parties in interest are entered.

<b>The Motion for Relief from the Automatic Stay is <span style="color: red;">XXXXXXXXXX</span></b>
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The Money Source Inc. (“Movant”) seeks relief from the automatic stay with respect to Jolie Ann Barkalow and Michael Allen Barkalow’s (“Debtor”) real property commonly known as 4421 Arbroath Way, Antelope, California (“Property”). Movant has provided the Declaration of Cindy Cowden to introduce evidence to authenticate the documents upon which it bases the claim and the obligation secured by the Property.

Movant argues Debtor has not made seventeen post-petition payments, with a total of \$30,562.00 in post-petition payments past due. Declaration, Dckt. 72. Movant also provides evidence that is a pre-petition default of \$27,666.13. *Id.*

**CHAPTER 13 TRUSTEE’S RESPONSE**

David Cusick (“the Chapter 13 Trustee”) filed a Response to the first docketed Motion, Dckt. 70. Response, Dckt. 84. The court will address Trustee’s Response in this Motion, Docket No. 75. requesting the Motion be denied, on May 1, 2023. Dckt. 84. Trustee asserts that the confirmed Plan provides the Plan will be funded through a one-time lump sum payment of all sale proceeds from the sale

of the Property. The terms of the Plan state the sale shall take place “in the next 3 to 6 months, after approval of the court by separately filed motion to approve such sale.” Plan, Dckt. 50. The Plan was filed June 6, 2022. Therefore, the Property should have been sold by December.

Trustee states they spoke with Debtor’s attorney regarding the status of the case. Debtor’s attorney stated there was delay in the probate court in getting permission to sell the house, however, they now are looking for a realtor and hope to have the house listed soon.

## **DISCUSSION**

The court appreciates Movant’s frustration with not receiving seventeen post-petition payments. It is not clear to the court why it has been almost a year since proposing the Plan and Debtor has still not filed any motions that indicate progress with selling the Property to fund the Plan. Although probate court may be delaying the sale of the property, Debtor has not provided the court with testimony indicating the delay.

This is a case with a very sad series of event that led to the deaths of the two debtors, leaving their children orphans. As a matter of federal law, this court has determined that the administration of this bankruptcy case, and the sale of the real property that is subject to the jurisdiction of this court shall be sold as provided in the Confirmed Bankruptcy Plan.

There is a confirmed Chapter 13 Plan which provides for the administration of the Property under federal law.

It is unclear what “problems” there are in probate court which impacts the ability of the Successor Representative of the deceased debtor from performing the Chapter 13 Plan. What property rights remain for the heirs of the debtors is what is remains after the Chapter 13 Plan is performed.

At the hearing, the problem was explained as the title company required a probate order. The Parties agreed to a further continuance in light of the Debtor’s prosecution of the probate proceeding so as to be able to complete a sale in this case.

## **August 22, 2023 Hearing**

At the hearing, **XXXXXXXXXX**

The court shall issue an order substantially in the following form holding that:

Findings of Fact and Conclusions of Law are stated in the Civil Minutes for the hearing.

The Motion for Relief from the Automatic Stay filed by The Money Source Inc. (“Movant”) having been presented to the court, and upon review of the pleadings, evidence, arguments of counsel, and good cause appearing,

**IT IS ORDERED** that the Motion for Relief from the Automatic Stay is  
**XXXXXXXXXX**



# FINAL RULINGS

4. [21-23315-E-13](#) **ANTIONETTE WOODS** **MOTION FOR RELIEF FROM**  
[NLG-1](#) **Matthew DeCaminda** **AUTOMATIC STAY AND/OR MOTION**  
**FOR RELIEF FROM CO-DEBTOR STAY**  
**7-18-23 [119]**

**CARRINGTON MORTGAGE  
SERVICES, LLC VS.**

**Final Ruling:** No appearance at the August 22, 2023 hearing is required.

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Local Rule 9014-1(f)(1) Motion—No Opposition Filed.

Sufficient Notice Provided. The Proof of Service states that the Motion and supporting pleadings were served on Debtor, Debtor’s Attorney, Chapter 13 Trustee, creditors, and Office of the United States Trustee on July 18, 2023. By the court’s calculation, 35 days’ notice was provided. 28 days’ notice is required.

The Motion for Relief from the Automatic Stay has been set for hearing on the notice required by Local Bankruptcy Rule 9014-1(f)(1). Failure of the respondent and other parties in interest to file written opposition at least fourteen days prior to the hearing as required by Local Bankruptcy Rule 9014-1(f)(1)(B) is considered to be the equivalent of a statement of nonopposition. *Cf. Ghazali v. Moran*, 46 F.3d 52, 53 (9th Cir. 1995) (upholding a court ruling based upon a local rule construing a party’s failure to file opposition as consent to grant a motion). Further, because the court will not materially alter the relief requested by the moving party, an actual hearing is unnecessary. *See Law Offices of David A. Boone v. Derham-Burk (In re Eliapo)*, 468 F.3d 592, 602 (9th Cir. 2006). Therefore, the defaults of the non-responding parties and other parties in interest are entered.

<b>The Motion for Relief from the Automatic Stay is granted.</b>
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Carrington Mortgage Services, LLC (“Movant”) seeks relief from the automatic stay with respect to Antionette Michelle Woods’s (“Debtor”) real property commonly known as 2132 Heger Way, Elk Grove, California (“Property”). Movant has provided the Declaration of Rosa Chapa to introduce evidence to authenticate the documents upon which it bases the claim and the obligation secured by the Property.

Movant argues Debtor has not made ten post-petition payments, with a total of \$37,204.44 in post-petition payments past due. Declaration, Dckt. 121.

## DISCUSSION

From the evidence provided to the court, and only for purposes of this Motion for Relief, the debt secured by this asset is determined to be \$535,465.53 (Declaration, Dckt. 121), while the value of the Property is determined to be \$725,000.00, as stated in Schedules A/B and D filed by Debtor.

### Debtor's Original and Modified Plan in this Case

Debtor commenced this Bankruptcy Case on September 22, 2021. In Debtor's Original Confirmed Amended Plan in this Case, Movant's claim is provided in Class 4 of the Plan. Amd. Plan; Dckt. 63. I proposing, and then having confirmed the Amended Plan, Debtor and Debtor's counsel represented to the court that there were no defaults on the obligation owing to Movant. It appears that as of the filing of the Amended Plan and its confirmation on January 12, 2022 (Order; Dckt. 85), such representations were accurate.

On February 21, 2023, Debtor filed a Modified Chapter 13 Plan. Dckt. 107. The Modified Plan provides for Movant's claim as a Class 4 Claim - representing that there were no defaults on the obligation owed to Movant. It is further expressly represented that Debtor is current as of February 21, 2023, on all payments under the Modified Plan – which include the Class 4 monthly payments to be made by Debtor directly to Movant. See Debtor's Declaration, which includes the following statement under penalty of perjury:

8. I am current under my modified plan payments. I am modifying this plan in response to the trustee's Motion to Dismiss my case. I fell behind on plan payments due to a temporary reduction of income. My income has since stabilized and I will be able to make the plan payments.

...

11. I am current on my payments under my new, proposed, plan.

...

I declare under penalty of perjury under the laws of the United States of America that the foregoing is both true and correct. Executed this 21st day of February 2023, in Elk Grove, California.

Dec.; Dckt. 105.

However, the present Motion for Relief From the Stay asserts that Debtor is in default for the following post-petition payments that have come due and the Debtor required to pay directly to Movant under the Chapter 13 Plans:

8. A post-petition default exists under the Loan and Debtor's Chapter 13 Plan for failure to make payments. As of July 13, 2023, the outstanding post-petition payments due are as follows:

<b>POST-PETITION PAYMENTS</b>			
<b><u>Number of Payments</u></b>	<b><u>Payment Amount</u></b>	<b><u>Payment Dates</u></b>	<b><u>Total</u></b>
2	\$3,761.96	October 1, 2022 through November 1, 2022	\$7,523.92
6	\$3,710.17	December 1, 2022 through May 1, 2023	\$22,261.02
2	\$3,709.75	June 1, 2023 through July 1, 2023	\$7,419.50
<i>Less partial payments (suspense balance):</i>			\$0.00
<b>TOTAL POST-PETITION AMOUNT DUE:</b>			<b>\$37,204.44</b>

Motion, p. 2:19-27; Dckt. 119.

The above information is stated by Rosa Chapa, a Servicing Agent for Carrington Mortgage Services, LLC, the Movant, in her Declaration under penalty of perjury. Dec., ¶ 11; Dckt. 121.

If the information stated in the Motion (which is subject to the same certifications arising under Federal Rule of Bankruptcy Procedure 9011 as the Debtor's Motion to Confirm the Modified Plan) and testimony provided in the Declaration of Ms. Chapa (which is made under penalty of perjury as is the Debtor's Declaration in support of confirmation of the Modified Plan) is correct, then in February 2023 Debtor was at least four months in default in the Class 4 payments required under the Confirmed Amended Chapter 13 Plan and the proposed Modified Chapter 13 Plan.

At this juncture, the court will leave it to the Chapter 13 Trustee and U.S. Trustee to consider whether false statements have been made in this federal court and if they so conclude that false statements were made, whether their respective offices believe that some action on their part is appropriate.

#### **11 U.S.C. § 362(d)(1): Grant Relief for Cause**

Whether there is cause under 11 U.S.C. § 362(d)(1) to grant relief from the automatic stay is a matter within the discretion of a bankruptcy court and is decided on a case-by-case basis. *See J E Livestock, Inc. v. Wells Fargo Bank, N.A. (In re J E Livestock, Inc.)*, 375 B.R. 892 (B.A.P. 10th Cir. 2007) (quoting *In re Busch*, 294 B.R. 137, 140 (B.A.P. 10th Cir. 2003)) (explaining that granting relief is determined on a case-by-case basis because "cause" is not further defined in the Bankruptcy Code); *In re Silverling*, 179 B.R. 909 (Bankr. E.D. Cal. 1995), *aff'd sub nom. Silverling v. United States (In re Silverling)*, No. CIV. S-95-470 WBS, 1996 U.S. Dist. LEXIS 4332 (E.D. Cal. 1996). While granting relief for cause includes a lack of adequate protection, there are other grounds. *See In re J E Livestock, Inc.*, 375 B.R. at 897 (quoting *In re Busch*, 294 B.R. at 140). The court maintains the right to grant relief from stay for cause when a debtor has not been diligent in carrying out his or her duties in the bankruptcy case, has not made required payments, or is using bankruptcy as a means to delay payment or foreclosure. *W. Equities, Inc. v. Harlan (In re*

*Harlan*), 783 F.2d 839 (9th Cir. 1986); *Ellis v. Parr (In re Ellis)*, 60 B.R. 432 (B.A.P. 9th Cir. 1985). The court determines that cause exists for terminating the automatic stay, including defaults in post-petition payments that have come due. 11 U.S.C. § 362(d)(1); *In re Ellis*, 60 B.R. 432.

### **Co-Debtor Stay**

Movant requests relief from the co-debtor stay pursuant to 11 U.S.C. § 1301(a). Movant has not provided sufficient grounds to grant relief from the co-debtor stay under 11 U.S.C. § 1301(a). Movant has not established how it would be irreparably harmed if relief from the co-debtor stay were not granted. The request for relief from the co-debtor stay is denied.

The court shall issue an order terminating and vacating the automatic stay to allow Movant, and its agents, representatives and successors, and all other creditors having lien rights against the Property, to conduct a nonjudicial foreclosure sale pursuant to applicable nonbankruptcy law and their contractual rights, and for any purchaser, or successor to a purchaser, at the nonjudicial foreclosure sale to obtain possession of the Property.

### **Request for Waiver of Fourteen-Day Stay of Enforcement**

Federal Rule of Bankruptcy Procedure 4001(a)(3) stays an order granting a motion for relief from the automatic stay for fourteen days after the order is entered, unless the court orders otherwise. Movant requests that the court grant relief from the Rule as adopted by the United States Supreme Court.

Movant has pleaded adequate facts and presented sufficient evidence to support the court waiving the fourteen-day stay of enforcement required under Federal Rule of Bankruptcy Procedure 4001(a)(3), and this part of the requested relief is granted.

No other or additional relief is granted by the court.

The court shall issue an order substantially in the following form holding that:

Findings of Fact and Conclusions of Law are stated in the Civil Minutes for the hearing.

The Motion for Relief from the Automatic Stay filed by Carrington Mortgage Services, LLC (“Movant”) having been presented to the court, and upon review of the pleadings, evidence, arguments of counsel, and good cause appearing,

**IT IS ORDERED** that the automatic stay provisions of 11 U.S.C. § 362(a) are vacated to allow Movant, its agents, representatives, and successors, and trustee under the trust deed, and any other beneficiary or trustee, and their respective agents and successors under any trust deed that is recorded against the real property commonly known as 2132 Heger Way, Elk Grove, California (“Property”) to secure an obligation to exercise any and all rights arising under the promissory note, trust deed, and applicable nonbankruptcy law to conduct a nonjudicial foreclosure sale and for the purchaser at any such sale to obtain possession of the Property.

**IT IS FURTHER ORDERED** that the request to terminate the co-debtor stay pursuant to 11 U.S.C. § 1301(a) is denied.

**IT IS FURTHER ORDERED** that the fourteen-day stay of enforcement provided in Federal Rule of Bankruptcy Procedure 4001(a)(3) is waived for cause.

No other or additional relief is granted.